PROMISE®
TECHNOLOGY, INC.

PROMISE ServicePlus

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PROMISE ServicePlus Plan

Welcome PROMISE ServicePlus customer.
PROMISE ServicePlus provides quick on-site hardware replacement which assures you the best available support to minimize downtime. PROMISE ServisePlus works in conjunction with the PROMISE 3 years standard Limited Warranty and our 24x7 Technical Support help line.

Please keep this document for reference in a safe and handy location, along with the purchase record or invoice of the PROMISE hardware.

Registration is required.

You must register each VTrak unit in order to activate the PROMISE ServicePlus coverage as soon as possible. Failure to register your VTrak unit will delay the on-site service response time.
You must keep the Product Serial Number of each VTrak unit as handy reference when you need any technical service.

After you register your VTrak unit, ServicePlus eligibility information will also be available on your user home page on the PROMISE support website.
https://support.promise.com.

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PROMISE ServicePlus Plan Instructions

Have the following information ready:

- VTrak S3000 Serial Number. The Serial Number is located at the rear of the VTrak S3000 unit, facing upward on the lower inside lip of the enclosure, just below the upstream and downstream interface ports.
- Your name, email address, and phone number will also be required

If you are not registered as a user with PROMISE Technology, Inc. please go to https://support.promise.com and register by clicking on the New User & Product Registration link. This will allow you to register as a PROMISE Support Center user as well as the VTrak S3000 at the same time.

If you are already registered with PROMISE Support Center, login to your account and register your VTrak S3000. Product registration will activate the PROMISE ServicePlus plan for the VTrak S3000. Depending on location it may take up to 24 hours for resources to be in place to provide minimum service levels. PROMISE recomends customers register their hardware as soon as possible to receive the best service.

For immediate support, call the following numbers:
US & Canada 1.800.888.0245 x8 Toll Free
International 1.408.228.1400 x8
Please check https://support.promise.com for updated status of your VTrak warranty and ServicePlus.

Our Customer Support Representatives are ready to assist you. If hardware replacement is assessed, you will be advised by phone and email when to expect service at your location. Typical response times may be within 4 hours of notification, depending on coverage availability in your area. Please refer to https://support.promise.com for current coverage and response times for your location.

For general support:
Go to https://support.promise.com, login and open a new case (click on Open Web Support).

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Promise ServicePlus FAQs

What is the ServicePlus plan?
The ServicePlus plan keeps your VTrak subsystems performing at their best, ensuring maximum uptime, 24 hours a day, 7 days a week. The plan delivers onsite hardware replacement service depending on service level option chosen and coverage availability in your area. The ServicePlus plan features rapid dispatch and delivery of critical replacement components, including Saturdays and Sundays.*

How does the PROMISE ServicePlus plan improve support?
ServicePlus seamlessly upgrades the 24/7 phone support program (included with many PROMISE products) with full 7-day onsite delivery of replacement hardware.

How long does the ServicePlus plan last?
ServicePlus is bundled with VTrak S3000 and provides coverage for the standard 3-year limited warranty of VTrak unit. ServicePlus will be expire with the standard warranty if extension coverage is not purchased. Please call PROMISE sales representatives about options for extending PROMISE ServicePlus and VTrak warranty coverage.

Which PROMISE products are eligible?
PROMISE Offers ServicePlus for a number of VTrak products, some are included in the price like VTrak S3000, others are available as an uplift to the standard warranty like RAID subsystems and JBOD expansion chassis sold through authorized channels.

Which components are covered?
Once a PROMISE Technical Support representative has identified a failure, the ServicePlus plan provides rapid, onsite delivery and installation of any VTrak Field Replaceable Unit (FRU).**

What happens to the old parts?
The ServicePlus Technician will retrieve the failed part when deivering the replacement, and return it to PROMISE.

How do I call for support?
In the event of technical difficulties, contact the PROMISE Technical Support phone number provided on your ServicePlus document or take advantage of PROMISE's online support.

A PROMISE Support Technician will:
- Validate your ServicePlus
- Identify the hardware failure
- Issue an RMA
- Schedule an appointment with an onsite ServicePlus Technician as needed to resolve the issue

How quickly do the Support Technicians respond?
PROMISE Support Technicians respond quickly to resolve technical issues. In many areas, the plan provides 4-hour/same day service.* In other areas, the Technician will deliver and install the replacement hardware for you by the next business day.

Please check the list of ServicePlus Service Centers for the service level available in your area.

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When does ServicePlus coverage begin?
The component replacement coverage period begins at the time that you register your VTrak S3000 unit.

What happens when my factory warranty expires?
ServicePlus coverage expires at the same time as the product standard limited warranty. If you purchased a two-years Extended ServicePlus contract and the onsite service coverage are extended for an additional two years beyond the standard factory warranty period.

Can I buy out-of warranty coverage?
No. ServicePlus plan is designed to enhance the 24/7 phone support program during the factory warranty period. It is not available after the warranty has expired.

Can I register multiple VTrak units?
Yes. The PROMISE Support Center features the ability to register multiple systems.

Are there discounts for site licenses?
Site licenses are not currently offered for PROMISE ServicePlus plan.

Where do I purchase the ServicePlus plan?
ServicePlus plan is bundled with the VTRak S3000. 2-Year Extensions and plans for standalone VTrak units are available through authorized resellers. Contact your sales representative for current pricing and availability.

Can I purchase ServicePlus directly from Promise?
The ServicePlus plan is only available through authorized resellers. Please contact your sales representative.

Can I transfer ServicePlus coverage if I sell my VTrak?
Yes. You can transfer service coverage at any time during the life of the plan. Contact Technical Support for assistance.

* Local holidays are excluded.
** FRUs include components such as power supplies, cooling units, and RAID controllers. The system chassis, passive backplane and Battery Backup Unit (BBU) are not FRUs.

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PROMISE ServicePlus Plan Agreement

This Agreement shall govern the relationship between the parties with respect to the subject matter hereof. Any additional or inconsistent terms and conditions included in the Customer's purchase orders shall be deemed null and void and of no effect.

PROMISE will provide to you ("Customer") the Support Services, as described below, under its PROMISE **ServicePlus** plan ("Service Plan") in accordance with the following terms and conditions ("Terms and Conditions"):

1.0 Definitions

As used anywhere in this Agreement, the following capitalized terms shall have the indicated meanings:

"PROMISE" means PROMISE Technology, Inc. (USA).

"Customer" means any person or entity authorized by PROMISE to receive Services under this Agreement.

"Service Plan" means the PROMISE **ServicePlus** onsite hardware replacement services provided under this agreement.

"Service Packet" is the initial packet of material delivered to the purchaser that contains all the material and instructions needed to start the Service Plan.

"Services" means collectively all services provided by PROMISE, including, but not limited to: help desk and/or diagnostic analysis (problem/cause determination) via phone/email through provided contacts; parts removal and installation onsite, adjustment, repair and/or replacement, to accommodate repair of a malfunction, return of the rejected part back to PROMISE.

"Support Website" means the URL https://support.promise.com or such URL as PROMISE, in its discretion, may substitute therefore.

"Products" are equipment manufactured by PROMISE or resold by PROMISE, not make or model specific.

"Covered Equipment" means the specific unit defined by its serial number, that is provided by the Customer to PROMISE upon registration of the Service Contract, and the field replaceable units (FRUs) included therewith at the time of sale.

"Repair Parts" means parts required for rendering the Covered Equipment to an operating condition that is consistent with published specifications.

"Proof of Coverage" means the document provided to Customer that confirms PROMISE's acceptance of Customer's enrollment in the Service Plan, which includes the service's Effective Date, Covered Equipment and Coverage Period.

"PROMISE Warranty" means the Limited Warranty provided by PROMISE on the Covered Unit, more completely described in the PROMISE User Manual, which typically lasts up to three years from shipment date to original purchaser, with restrictions. Individual PROMISE Warranty terms vary from product to product.

"Effective Date" means the date when PROMISE accepts Customer's enrollment in the Service Plan.

"PROMISE Service City" means one of the locations in or near Customer's country from where onsite Services are provided to the surrounding area. See list of current Service Cities attached. PROMISE Service Cities are subject to change at PROMISE's discretion and an updated list may always be found on the Support Website.

"Coverage Period" means the period described in the Proof of Coverage during which PROMISE will provide Services to Customer. The coverage period expires on the date specified in the Proof of Coverage or upon expiration of the PROMISE Warranty, whichever occurs first.

"Orders" means written orders for PROMISE Onsite Hardware Replacement Service as defined below.

"Response Time" means the duration before PROMISE representative service personnel arrive at the Customer site after PROMISE commits an onsite dispatch to Customer.

"Access Hours" means 24 hours per day or such other times as PROMISE may notify Customer through the Support Website.

"Support Incident" means a specific, discrete problem that can be answered by ascertaining its cause. PROMISE, in its sole discretion, will determine what constitutes a Support Incident.

A Support Incident has reached resolution when Customer receives one of the following:

a. information that resolves the problem;

b. information on how to obtain a software solution that will resolve the problem;

c. notice that the problem is caused by a known, unresolved issue or an incompatibility issue with the Supported Product;

d. information that identifies the problem as being resolved by upgrading to a newer release of the Supported Product; or

e. notice that the problem has been identified as a hardware equipment issue.

"Tools" means non-commercially available diagnostic tools and software for the Equipment required to provide the Services.

"Per-Call Rates" means, when Services are provided, the cost of such Services should they fall outside the Service Plan or, in the event of Service Plan cancellation, the value of pre-cancellation Services provided. Per-Call Rates are calculated based on the distance between Customer's Covered Equipment and the nearest PROMISE Service City, as listed on the Support Website,

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subject to political or geographic limitations. Per-Call Rates are quoted in U.S. currency. Current Per-Call Rates are provided below as a reference. However, Per-Call Rates are subject to change without notice. See PROMISE's website for updated Per-Call Rates in effect when Services are provided.

Call (Travel) Charge	**Regular**	**Overtime**	**Sunday/Holiday**
Zone 1 (0-50 miles)	$300.00	$400.00	$500.00
Zone 2 (51-100 miles)	$450.00	$550.00	$750.00
Zone 3 (over 100 miles)	$600.00	$800.00	$1,000.00
Labor Charge			
Hourly Rate (1 Hour Minimum)	$250.00	$350.00	$450.00

2.0 Customer Responsibilities

To receive Support Services, Customer must enroll in the Service Plan by following the instructions provided by PROMISE in the Service Packet. Once enrolled, Customer may obtain Support Services, subject to the following conditions:

a. Customer is responsible for all fees in establishing and maintaining email and telephone communication with PROMISE.

b. Customer will cooperate with and follow instructions provided by PROMISE, including but not limited to assisting PROMISE diagnose or replicate an issue.

c. Customer will ensure that while performing Support Services, PROMISE has permission to access and use the Covered Equipment and any necessary third party equipment including all data, hardware and software components.

d. Certain third-party equipment warranties and service plans may limit or void the remedies they offer if unauthorized persons perform support service on the equipment. PROMISE shall have no liability in connection with any effects its Support Services may have on such third-party warranties or service plans.

e. Customer is responsible for any and all restoration and reconstruction of lost or altered files, data, or programs, including those stored on third-party or other non-Product components, whether manufactured by PROMISE or not, which may be affected by the Services.

f. Customer will keep the site environmental ranges within the specifications set forth by PROMISE and manufacturer of the relevant Product

g. Customer will maintain and implement a complete data backup and disaster recovery plan.

h. Customer will have a reasonable understanding of the Supported Products for which it seeks Support Service.

i. Customer will provide free, safe, and sufficient access to its facilities to allow PROMISE or its agents to perform on-site service.

j. Customer will ensure that any information or data disclosed to PROMISE is not confidential or proprietary to it or any third party.

k. Customer will supply consumable items or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s)

l. Customer will not use the Support Services received under these Terms and Conditions in a fraudulent or abusive manner. Customer will retain the Proof of Coverage document and the original sales receipt for the Covered Equipment and Service Plan to verify eligibility for Service Plan coverage.

Failure to meet these obligations may result, at PROMISE's sole option, in the imposition of additional charges at prevailing Per-Call rates or immediate termination of this Agreement upon notice to Customer.

3.0 Customer Software

Prior to service commencing on equipment with hard drives, Customer is responsible for creating a back-up copy of the files from the hard drives. Customer is responsible for restoring data. PROMISE shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product, including those stored on third-party or other non-Product components, which may be affected by the Services.

4.0 Product Condition

Customer warrants that the Products covered by this Agreement:

a. are in proper operating condition,

b. are without any unauthorized modifications,

c. have all safety features in working condition, and

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d. have been maintained in accordance with manufacturer's Product performance specifications.

PROMISE reserves the right to inspect the Products and site installation to confirm that Products meet these conditions. At PROMISE's discretion, the inspection and any repairs necessary to bring the Products into compliance with these conditions are excluded from this Agreement and shall incur additional charges. If at any time Customer fails to maintain the Products in proper operating condition as described above, PROMISE may cancel this Agreement immediately upon written notice to Customer.

5.0 Service Registration

ServicePlus Registration will be automatically effective once the VTrak unit registration is completed and validated. Delays in registering your VTrak unit will result in longer response times if on-site Support Services are required. Customer is encouraged to complete the VTrak unit registration immediately upon purchase.

6.0 Product Eligibility

In order to be covered by the Service Plan, the unit must be under PROMISE Warranty and not have been subjected to abuse or conditions outside the environmental specifications recommended in PROMISE Product Manual (User Guide).

7.0 Service Call

In order to obtain service, Customer must contact PROMISE's Technical Support during Access Hours at the telephone number or electronic mail address provided in the Service Packet. Additionally, at PROMISE's discretion, local numbers for various regions may be provided as a convenience.

PROMISE will provide Technical Support Services (defined in §8.1 below) and, if necessary, determine whether the Covered Equipment requires Repair and Replacement Service (defined in §8.2 below). If Repair and Replacement Service is required, the manner in which services are provided is fully within PROMISE's discretion.

To avoid delays in response time, Customer must provide the following information:

- the Covered Equipment's serial number
- Physical location of the unit to be serviced
- Customer local representative contact information

8.0 Services

Unless these Terms and Conditions are terminated earlier pursuant to the Termination section below, PROMISE will provide to Customer the following Support Services during the Coverage Period:

8.1 Technical Support Services

a. General. PROMISE will provide interactive technical telephone and electronic mail resources during Access Hours for the purpose of resolving Support Incidents relating to:

i. supported Product installation, launch, configuration, troubleshooting, and recovery (except for data recovery) using the user interface commands,

ii. storing, retrieving, and managing files in a Supported Product,

iii. interpreting system error messages for a Supported Product, and

iv. determining when Repair or Replacement Support Services are required for the Covered Equipment.

v. Technical Support Services will be provided exclusively to Customer. PROMISE grants Customer a non-exclusive, nontransferable, limited license to use the Technical Support Services exclusively for the purpose of assisting it in its use of the Supported Product. Customer may not use or distribute the Technical Support Services in support of any third party use and PROMISE reserves all right to the Technical Support Services not expressly granted herein.

b. Restrictions. PROMISE will not provide Technical Support Services relating to problems or issues arising out of or from:

i. the use or modification of a Supported Product in a manner for which it is not intended,

ii. the use of a third-party or PROMISE branded product that is not a Supported Product, whether or not bundled with the Covered Equipment,

iii. the failure of Customer to upgrade a Supported Product to a more current software release.

8.2 Repair or Replacement Service

a. General. If a defect in materials or workmanship arises in the Covered Equipment during the Coverage Period and Customer notifies PROMISE within that period, PROMISE will, at its option, repair or replace the affected Covered Equipment. PROMISE will provide both parts and labor, but may, at its option, direct the Customer to replace certain readily installable parts, as described in subparagraph b(ii) below, in which event the readily installable parts will be supplied, but PROMISE will not provide labor. PROMISE will provide replacement products or parts that may be manufactured from new, refurbished or serviceable used parts. Replacement product or parts will be functionally equivalent to the products or parts that they

replace and will assume their remaining coverage under the Service Plan and PROMISE Warranty. Parts and products

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that are replaced will become the property of PROMISE.

b. Manner of Service. If PROMISE determines that Repair or Replacement Service is required, it may facilitate service through one or more of the following options:

i. Onsite service may be available for all Covered Equipment products if the location of the Covered Equipment is within the scope of the on-site coverage area as described on the Support Website. When on-site service is requested within the coverage area, PROMISE will dispatch a service technician to the location of the Covered Equipment for the purpose of performing Support Services. PROMISE will use reasonable efforts to provide a service technician at the location within the response times specified on the Support Website. If a service technician visits a location at an agreed time and no Customer representative is available to provide access, an additional fee may apply.

Further information about onsite service, including service coverage area and response times is available at the Support Website.

ii. Do-It-Yourself service may be available for all Covered Equipment. In its discretion, PROMISE may determine when delivering Technical Support Services that Customer can repair a defect in the Covered Equipment using a replacement product or part. PROMISE will dispatch the replacement product or part to Customer with instructions on how to perform the repair. PROMISE reserves the right to require that a product or part that is replaced during a repair be returned to PROMISE, in which event PROMISE will provide return instructions and prepaid air bill. Failure on Customer's part to follow PROMISE's shipping and handling instructions during the Do-It-Yourself service process may result in shipping and handling fees being imposed on Customer. Should Customer fail to return a replaced product or part as requested, Customer will be responsible to PROMISE for the retail cost of the replacement product or part.

PROMISE reserves the right to change at any time the method by which PROMISE may provide a particular service, including for any PROMISE required mandatory field service order. The service that PROMISE delivers may vary from country to country.

9.0 Response Times & Coverage

Response times are not guaranteed and may be affected by factors outside PROMISE's control. As a guideline, PROMISE's objective is to provide onsite service within the following time frames:

Distance from PROMISE Service City*	Response time (see definition in §1.0)
Zone 1 (0 to 50 miles)	4 Hours
Zone 2 (51 to 100 miles)	4 Hours
Zone 3 (101 to 200 miles)	Next Business Day
Over 200 miles	Contact PROMISE

* As listed in Support Website; subject to change at any time, at PROMISE's discretion.

Entire chassis replacement, where needed, is available no sooner than Next Business Day, regardless of location.

While PROMISE will use its best commercial efforts to meet these response time objectives, individual customers' experiences may vary and PROMISE shall have no liability for failing to meet the response time objectives.

These response time objectives are not applicable where international borders or geographic features impede or impair access to Covered Equipment.

Onsite Services will not be provided on holidays (including, but not limited to, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas); however, some services may be available on a best-efforts basis at additional charge. The 24-hour U.S.A.-based telephone help line will be available year around.

10.0 Parts

Items not sold or manufactured by PROMISE may be required to maintain Products operating consistently within manufacturer's published specifications, as referenced in the manufacturer's manual(s). These items are not included in this Agreement and will be invoiced separately. Parts or components replaced by PROMISE will be either new or remanufactured to manufacturer's new product standards, at PROMISE's option. Parts removed from Products and replaced at no charge become the property of PROMISE. NOTE: If PROMISE determines that Parts needed to maintain or repair Customer's Products are not available, PROMISE reserves the right to cancel the Agreement and issue a prorated credit for any remaining prepaid coverage.

11.0 Property of PROMISE

Maintenance material, tools, documentation, diagnostics and test equipment provided by PROMISE shall remain the exclusive property of PROMISE.

12.0 Limitations on Services

PROMISE shall have no obligations other than the Services described in these Terms and Conditions.

Replacement Service may be limited or not available for up to 30 days after a new model of Covered Equipment is released.

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This Agreement does not cover, and PROMISE shall not be responsible for:

- Operating system services (e.g., database maintenance/recovery, product integration or application support);
- System administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);
- Network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations);
- Consultation services;
- Version release or software support to other than licensed PROMISE Software Products;
- Product installation, set-up, configuration or other non-repair services;
- Cable and installation of cable runs;
- Acquisition of permits or compliance with any applicable rules, statutes, and regulations;
- Customer training;
- Circumstances beyond PROMISE's control (such as Customer or a third party overriding, bypassing or defeating interlock switches on Products or devices sold by PROMISE or any third party);
- Problems due to failure of Customer to conform to site specifications provided in the user documentation, or provided by the manufacturer;
- Time spent in locating Product not at the specified location or waiting for access to Product;
- Relocation of Product or service associated with relocation;
- Seasonal hibernation (de-installation) and reactivation (re-installation);
- Service or parts associated with any unauthorized modifications, attachments or service;
- Rebuilding or reconditioning of Product;
- Misuse or abuse of Product; and/or failure to follow operating instructions provided by the manufacturer;
- Any defects or damage to any software or data residing or recorded in the Covered Equipment or third-party or other non-Product components, whether manufactured by PROMISE or not, which may be affected by the Services;
- Damage caused by a device that is not the Covered Equipment, including but not limited to non-PROMISE branded equipment, whether or not purchased at the same time as the Covered Equipment;
- Damage to the Covered Equipment caused by accident, abuse, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than PROMISE or a PROMISE Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes;
- Cosmetic damage to the Covered Equipment (including but not limited to scratches, dents and broken plastic on ports) that does not otherwise affect its functionality or materially impair its use;
- Covered Equipment whose serial number has been removed, altered or defaced;
- Covered Equipment that has been lost or stolen. The Service Plan only covers Covered Equipment that is presented to PROMISE in its entirety;
- Recovery or transfer of any data or software stored on the Covered Equipment or on third-party or other non-Product components, whether manufactured by PROMISE or not, which may be affected by the Services;
- Installation or removal of the Covered Equipment, except to effect service; and
- Service necessary to comply with the regulations of any government body or agency.

13.0 Pricing and additional charges

Customer is responsible for the cost of any services provided that are not included under the terms of this Agreement.

14.0 Cancellation

Subject to applicable law, PROMISE may change or terminate this ServicePlus Agreement and these Terms and Conditions upon no less than 30 days' notice to Customer.

In the event of cancellation by PROMISE, Customer will receive a prorated refund for the Service Plan's unexpired term. However, PROMISE may terminate this Agreement immediately if Customer makes a material misrepresentation or breaches any of these Terms and Conditions. In the event of cancellation due to Customer's material misrepresentation or breach, the cost of the Service Plan will be completely non-refundable.

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15.0 Transfer of Service Plan

ServicePlan is automatically transferred if the VTrak unit is transferred to other owner. New owner has responsibility to update the VTrak unit registration by sending written notice of the transfer to PROMISE USA at the following address:

PROMISE ServicePlus
PROMISE Technology, Inc.
580 Cottonwood Dr.
Milpitas, CA 95035, U.S.A.

Or by e-mail to: promiseserviceplus@promise.com.

Written notice of transfer must include the VTrak unit serial number, proof of purchase of the VTrak unit, and the name, address, telephone number and email address of the transferee.

The ServicePlus is not transferable to any other units.

If the new transferee is in another country or in a region not covered by the Service Plan, PROMISE reserves the right to cancel the Agreement.

16.0 Confidentiality of Data

a. **PROMISE Data.** "Confidential Information" means any information disclosed by PROMISE to Customer in connection with the Service Plan, including but not limited to information disclosed by PROMISE employees or agents that relates to PROMISE's products, designs, product support, business plans, business opportunities, research, development, know-how, personnel, or third-party confidential information; provided, however, that "Confidential Information" will not include information that:

   i. is now or subsequently becomes generally available to the public through no fault or breach on the part of Customer;

   ii. Customer can demonstrate to have had rightfully in its possession prior to disclosure by PROMISE;

   iii. is independently developed by Customer without the use of any Confidential Information of PROMISE; or

   iv. the Customer rightfully obtains from a third party who has the right to transfer or disclose it.

   v. Customer agrees to protect PROMISE's Confidential Information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Customer uses to protect its own information of a like nature.

b. **Customer Data.** PROMISE does not wish to receive any Confidential Information from Customer in the course of providing maintenance services, and Customer is expected to take all reasonable precautions to avoid disclosing any of its Confidential Information or that of its customers, employees or clients to PROMISE and its employees or contractors. However, in the event that PROMISE's employees or contractors become exposed to data designated by Customer as Confidential Information, PROMISE will protect such information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as PROMISE uses to protect its own information of a like nature. Customer agrees and understands that it is necessary for PROMISE to collect, process and use Customer data in order to perform the service and support obligations under the Service Plan. This may include the necessity to transfer data to affiliated companies or service providers located in Europe, South Africa, Australia, India, Japan, Canada, the People's Republic of China, or the U.S.A.

17.0 Governing Law and Choice of Forum

For Service Plans purchased outside the United States and Canada, PROMISE and Customer (including subsequent transferees) agree that this Agreement will be governed by the laws of the State of California, U.S.A., without regard to its conflict-of-laws provisions. These Terms and Conditions are NOT subject to or governed by the UNCISG. PROMISE and Customer (including subsequent transferees) also agree that any disputes arising out of or in connection with this Agreement or these Terms and Conditions will be litigated in the state or federal courts within the County of Santa Clara, California, U.S.A.

18.0 Agreement in English

The parties hereto confirm that they have requested that these Terms and Conditions and all related documents be drafted in English.

19.0 Recording Calls

In delivering Support Services PROMISE may record part or all of the calls between Customer and PROMISE for quality assurance and reference purposes.

20.0 Force Majeure

With the exception of any payments due hereunder, neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics and unusually severe weather, material shortages, strikes or similar labor disruptions.

21.0 Disclaimer of Warranty

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This is not a warranty. The Covered Equipment may come with a PROMISE Warranty. It is Customer's responsibility to review the terms of the PROMISE Warranty to identify the rights and remedies contained therein.

PROMISE will use reasonable efforts to perform Support Services under these Terms and Conditions in a professional manner. TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTY, REMEDIES AND CONDITIONS SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, PROMISE SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED

WARRANTIES OR CONDITIONS RELATED TO OR ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF SATISFACTORY QUALITY, MERCHANTIBILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

22.0 Complete Agreement

These Terms and Conditions including any additional terms referenced herein constitute the entire agreement between PROMISE and Customer with regard to the Service Plan and the Support Services provided thereunder and supersedes all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon PROMISE unless made in writing and signed by an authorized representative of PROMISE. Any term or condition on any order or other document submitted by Customer shall be of no force or effect whatsoever, and is specifically rejected. These Terms and Conditions shall not renew without the written consent of PROMISE.

23.0 Severability

In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to frustrate the essential purpose of the Agreement.

24.0 Use of Third Parties

PROMISE may, at its option, subcontract the performance of its obligations under these Terms and Conditions to third parties.

25.0 Limitation of Liability

PROMISE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO CUSTOMER OR ANY SUBSEQUENT TRANSFEREE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA; DAMAGES RESULTING FROM THE SALE, USE, IMPROPER FUNCTIONING OR INABILITY TO USE THE PRODUCTS AND/OR RELATED SOFTWARE, REGARDLESS OF CAUSE; ANY DOWNTIME, LOSS OF USE, COST OF SUBSTITUTE PRODUCT, FACILITIES, OR SERVICES, LOSS OF BUSINESS, PROFITS, REVENUE, OR ANTICIPATED SAVINGS RESULTING FROM PROMISE'S OBLIGATIONS UNDER THESE TERMS AND CONDITIONS; NOR WILL PROMISE BE RESPONSIBLE FOR DAMAGES OF ANY NATURE THAT ARE CAUSED BY CIRCUMSTANCES BEYOND PROMISE'S CONTROL.

PROMISE WILL NOT BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THESE TERMS AND CONDITIONS AND THE SERVICE PLAN THEY GOVERN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF PROMISE AND ITS EMPLOYEES AND AGENTS' LIABILITY TO CUSTOMER AND ANY SUBSEQUENT TRANSFEREE ARISING UNDER THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE SERVICE PLAN.

PROMISE SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO (i) RESOLVE ANY SUPPORT INCIDENT WITHOUT RISK TO OR LOSS OF SOFTWARE PROGRAMS OR DATA, OR (ii) MAINTAIN THE CONFIDENTIALITY OF DATA.

THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS FOR INJURY TO PERSONS OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE SOLE NEGLIGENCE OF PROMISE OR BY PERSONS UNDER ITS COMPLETE DIRECTION OR CONTROL.

FOR CONSUMERS IN CERTAIN JURISDICTIONS, WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS SERVICE PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, PROMISE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO RE-PERFORM THE SUPPORT SERVICE OR REFUND SUMS PAID.

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For reference only. Please go to http://support.promise.com for the latest listing.
Note: 24x7 service is in 24 hours a day, 7 days a week;
8x5 service is in 8 hours business day 9:00AM to 5:00PM, 5 days a week Monday to Friday.
NBD service is in Next Business Day.

USA	
Service City	**Coverage**
California	
Anaheim	24x7 within 4 hours
Los Angeles	24x7 within 4 hours
Riverside/San Bernardino	Next Business Day
Sacramento	24x7 within 4 hours
San Diego	Next Business Day
San Francisco/Oakland	24x7 within 4 hours
Colorado	
Colorado Springs	Next Business Day
Denver	24x7 within 4 hours
Connecticut	
Hartford	Next Business Day
New Haven	Next Business Day
New London	Next Business Day
District of Columbia	
Washington DC	24x7 within 4 hours
Delaware	
Wilmington	Next Business Day
Florida	
Jacksonville	Next Business Day
Miami	24x7 within 4 hours
Orlando	Next Business Day
Tampa/St. Petersburg	Next Business Day
West Palm Beach	Next Business Day
Georgia	
Atlanta	24x7 within 4 hours
Columbus	Next Business Day
Illinois	
Chicago	24x7 within 4 hours
Indiana	
Indianapolis	Next Business Day
Jeffersonville	Next Business Day
Kansas	
Kansas City	Next Business Day
Kentucky	
Lexington	Next Business Day
Louisville	Next Business Day
Massachusetts	
Boston	24x7 within 4 hours
Springfield	Next Business Day
Worcester	Next Business Day
Maryland	
Baltimore	Next Business Day
Michigan	
Ann Arbor	Next Business Day
Detroit	Next Business Day
Grand Rapids	Next Business Day
Minnesota	
Minneapolis/St Paul	24x7 within 4 hours
Missouri	
Columbia	Next Business Day
Jefferson City	Next Business Day
Kansas City	Next Business Day
Springfield	Next Business Day
St. Louis	Next Business Day
North Carolina	
Charlotte	Next Business Day
Greensboro	Next Business Day
Raleigh	Next Business Day
Winston Salem	Next Business Day

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Nebraska	
Omaha	Next Business Day
New Hampshire	
Concord	Next Business Day
Manchester	Next Business Day
Portsmouth	Next Business Day
New Jersey	
Cherry Hill	Next Business Day
Freehold	Next Business Day
Morristown	Next Business Day
Newark	Next Business Day
Trenton	Next Business Day
Nevada	
Las Vegas	Next Business Day
New York	
Albany	Next Business Day
Buffalo	Next Business Day
Kingston	Next Business Day
Melville	Next Business Day
New York City	24x7 within 4 hours
Poughkeepsie	Next Business Day
Rochester	Next Business Day
Ohio	
Cincinnati	Next Business Day
Cleveland	Next Business Day
Columbus	Next Business Day
Dayton	Next Business Day
Hamilton	Next Business Day
Middletown	Next Business Day
Springfield	Next Business Day
Oklahoma	
Oklahoma City	Next Business Day
Oregon	
Portland	Next Business Day

Pennsylvania	
Allentown	Next Business Day
Harrisburg	Next Business Day
Johnstown	Next Business Day
Philadelphia	Next Business Day
Pittsburgh	Next Business Day
Reading	Next Business Day
Scranton	Next Business Day
South Carolina	
Columbia	Next Business Day
Tennessee	
Chattanooga	Next Business Day
Memphis	Next Business Day
Nashville	Next Business Day
Texas	
Austin	Next Business Day
Beaumont	Next Business Day
Dallas	24x7 within 4 hours
El Paso	Next Business Day
Ft Worth	Next Business Day
Houston	24x7 within 4 hours
San Antonio	Next Business Day
Utah	
Salt Lake City	Next Business Day
Virginia	
Richmond	Next Business Day
Washington	
Seattle	24x7 within 4 hours
Wisconsin	
Madison	Next Business Day
Milwaukee	Next Business Day

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Canada	
Service City	**Coverage**
Alberta	
Calgary	24x7 within 4 hours
Edmonton	Next Business Day
British Columbia	
Vancouver	24x7 within 4 hours
Manitoba	
Winnipeg	Next Business Day
New Brunswick	
Federickton	Next Business Day
New Foundland	
St. Johns	Next Business Day
Nova Scotia	
Halifax	Next Business Day
Ontario	
Ottawa	24x7 within 4 hours
Ft. Erie	Next Business Day
London	Next Business Day
Toronto	24x7 within 4 hours
Quebec	
Hull	24x7 within 4 hours
Montreal	24x7 within 4 hours
Quebec	24x7 within 4 hours
Saskatchewan	
Regina	Next Business Day

Europe	
Service City **Service Stadt** **Entretenez la ville**	**Coverage** **Abdeckung** **Assurance**
Austria / Österreich / L'Autriche	
Vienna	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Belgium / Belgien / Belgique	
Brussels	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Antwerp	
Liege	
Kortrijk	
Leuven	
Namur	Next Business Day Folgender Werktag Le Business Day prochain
Denmark / Dänemark / Danemark	
Copenhagen	Next Business Day Folgender Werktag Le Business Day prochain
Finland / Finnland / La Finlande	
Helsinki	Next Business Day Folgender Werktag Le Business Day prochain
France / Frankreich / France	
Paris	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Rennes	Next Business Day Folgender Werktag Le Business Day prochain
Lille	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Nantes	Next Business Day Folgender Werktag Le Business Day prochain
Lyon	
Marseilles	
Bordeaux	
Tolouse	
Strasbourg	

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Germany / Deutschland / L'Allemagne	
Hamburg	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Munich	
Frankfurt	
Hannover	
Berlin	Next Business Day Folgender Werktag Le Business Day prochain
Stuttgart	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Bochum	
Köln	
Holland / Holland / La Hollande	
Eindoven	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Utrecht	
De Meern	
Rotterdam	
Haarlem	
Zwolle	
Ireland / Irland / L'Irlande	
Dublin	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Italy / Italien / L'Italie	
Milan	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Rome	
Mantova	Next Business Day Folgender Werktag Le Business Day prochain
Bologna	
Firenze	
Genova	
Messina	
Modena	
Torino	
Vicenza	

Luxembourg / Luxemburg / Luxembourg	
Luxembourg	Next Business Day Folgender Werktag Le Business Day prochain
Norway / Norwegen / Norvège	
Oslo	Next Business Day Folgender Werktag Le Business Day prochain
Portugal / Portuga / Portugal	
Lisbon	Next Business Day Folgender Werktag Le Business Day prochain
Oporto	
Spain / Spanien / L'Espagne	
Madrid	Next Business Day Folgender Werktag Le Business Day prochain
Barcelona	
Valencia	
Bilbao	
Sweden / Schweden / La Suède	
Stockholm	Next Business Day Folgender Werktag Le Business Day prochain
Uppsala	
Malmo	
Gotebor	
Switzerland / Schweiz / La Suisse	
Geneva	Next Business Day Folgender Werktag Le Business Day prochain
Zurich	
St. Gallen	
Sursee	
UK / UK / UK	
Edinburgh	24x7 within 4 hours 24x7 innerhalb 4 stunden 24x7 dans un délai de 4 heures
Glasgow	
London	
Manchester	

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Australia / New Zealand	
Service City	**Coverage**
Australia	
Adelaide	24x7 within 4 hours
Brisbane	24x7 within 4 hours
Darwin	24x7 within 4 hours
Melbourne	24x7 within 4 hours
Perth	24x7 within 4 hours
Sydney	24x7 within 4 hours
Canberra	8 x 5 within 4 hours
Tasmania	Within 48 Hours
New Zealand	
Auckland	8 x 5 within 4 hours
Wellington	8 x 5 within 4 hours

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